

ZB# 87-47

Ira & Eileen Kurtz

55-2-1

Prelim.

July 13, 1987

#87-47 - Hurtz, Ina - lot and

Public Hearing
Sept. 14, 1987.

✓ Notice to Sentenced
7/15/87.

~~Collect fee \$25700~~

Fee Paid

Decision:

9/14/87 -

Approved
area -
variance

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

General Receipt

9124

Received of

Ira Kurtz

July 21 19 *87*
\$ *25⁰⁰/₁₀₀*

Twenty Five and ⁰⁰/₁₀₀ DOLLARS

For

Variance Application Fee 86-47

DISTRIBUTION

FUND	CODE	AMOUNT
<i>Check #25.00</i>		
<i># 371</i>		

By

Pauline G. Townsend
EC

Town Clerk

Title

NEW WINDSOR ZONING BOARD OF APPEALS

-----x

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCE

IRA KURTZ AND EILEEN KURTZ

#87-47.

-----x

WHEREAS, IRA KURTZ and EILEEN KURTZ, 33 Willow Parkway, New Windsor, New York 12550, have made application before the Zoning Board of Appeals for 12,750 sq. ft. lot area variance to construct one-family residential dwelling on Beattie Road and McClean Drive in an R-1 zone; and

WHEREAS, a public hearing was held on the 14th day of September, 1987 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicants appeared in behalf of themselves; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking to construct a one-family residential dwelling with insufficient lot area at premises located above.

3. The evidence presented by the applicant substantiated the fact that a 12,750 sq. ft. lot area variance would be required in order for applicant to meet the bulk requirement for a R-1 zone.

WHEREAS, the Zoning Board of Appeals makes the following findings of law in this matter:

1. The evidence shows that the applicant will encounter practical difficulty if the variance requested is not granted because applicant cannot purchase additional land within which to construct residence.

2. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood.

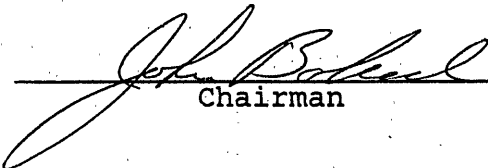
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 12,750 sq. ft. lot area variance to applicant in accordance with plans submitted to the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: September 28, 1987.


Chairman

Prelim.

July 13th
7:30 pm.

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. 87-102

Date 6/2, 1987

To IRA & Eileen Kurtz

- Wm. Malloy & Carolyn Delehanty
(owners)

33 Willow Parkway

New Windsor, N.Y. 12550

PLEASE TAKE NOTICE that your application dated 6/2, 1987

for permit to Build New Home - R-1 Zone

at the premises located at Beatty Rd & McClean Drive

is returned herewith and disapproved on the following grounds:

Have 30,800 Ft Need to Have 43,550 Ft

No Water or Sewer

John J. Sweeney
Zoning Building Inspector

Requirements

Min. Lot Area 43,550

Min. Lot Width

Proposed or
Available

30,800

Variance
Request

12,750

OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. 87-102

Date 6/2, 1987

To IRA & Eileen Kurtz

- Wm. Malloy & Carolyn Delehanty
(owners)

33 Willow Parkway

New Windsor, N.Y. 12550

PLEASE TAKE NOTICE that your application dated 6/2, 1987

for permit to Build New Home - R-1 Zone

at the premises located at Beatty Rd & McClean Drive

is returned herewith and disapproved on the following grounds:

Have 30,800 Ft Need to Have 43,550 Ft

No Water or Sewer

John J. Young
Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>43,550</u>	<u>30,800</u>	<u>12,750</u>
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

State 30,800 8-11 43

Name of Owner of Premises Ira A. & Marie Eileen Kurtz
Address 33 Willow Parkway, New Windsor, N.Y. Phone 562-7557
Name of Architect.....
Address.....Phone.....
Name of Contractor Tiger Lilly Home
Address La Rue Rd, Chester, N.Y. Phone 469-7551
State whether applicant is owner, lessee, agent, architect, engineer or builder.....
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

N.W. Corner McClean Dr. & Beatty Rd

1. On what street is property located? On the.....side of.....
(N. S. E. or W.)
andfeet from the intersection of.....
2. Zone or use district in which premises are situated D-1
3. Tax Map description of property: Section 55 Block 2 Lot 1
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy Vacant b. Intended use and occupancy One Family Home
5. Nature of work (check which applicable): New Building.....Addition.....Alteration.....Repair.....Removal.....
Demolition.....Other.....
6. Size of lot: Front 176 Rear 174 Depth 175 Front Yard 40 Rear Yard 107 1/2 Side Yard 20
Is this a corner lot? yes
7. Dimensions of entire new construction: Front 66 Rear 60 Depth 28 Height 2 1/2 Number of stories 2
8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1
Number of bedrooms 3 Baths 2 Toilets 3
Heating Plant: Gas..... Oil ☒ Electric...../Hot Air ☒ Hot Water.....
If Garage, number of cars 2
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost \$140,000 Fee.....
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION — YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS — 565-8807

1—When excavating is complete and footing forms are in place (before pouring).

Address La Rue Rd, Chester, N.J. Phone 406.515.001

State whether applicant is owner, lessee, agent, architect, engineer or builder.....
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

N.W. Corner McClean Dr. & Beatty Rd

1. On what street is property located? On the.....side of.....
(N. S. E. or W.)

andfeet from the intersection of.....

2. Zone or use district in which premises are situated R-1

3. Tax Map description of property: Section 55 Block 2 Lot 1

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy Vacant b. Intended use and occupancy One Family Home

5. Nature of work (check which applicable): New Building.....Addition.....Alteration.....Repair.....Removal.....

Demolition.....Other.....

6. Size of lot: Front 176 Rear 174 Depth 175 Front Yard 40 Rear Yard 107± Side Yard 20

Is this a corner lot? yes

7. Dimensions of entire new construction: Front 66 Rear 60 Depth 28 Height 2.5 Number of stories 2

8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1

Number of bedrooms 3 Baths 2 Toilets 3

Heating Plant: Gas..... Oil ✓ Electric...../Hot Air..... Hot Water.....

If Garage, number of cars 2

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....

10. Estimated cost \$140,000 Fee.....
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION — YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS — 565-8807

- 1—When excavating is complete and footing forms are in place (before pouring).
- 2—Foundation Inspection - check here for waterproofing and footing drains.
- 3—Inspect gravel base under concrete floors, and underslab Plumbing.
- 4—When framing is completed, and before it is covered from inside, and Plumbing rough-in.
- 5—Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwriters, and final certified plot plan. Building is to be complete at this time.
- 6—Driveway inspection must meet approval of town Highway Inspector.
- 7—\$20.00 charge for any site that calls for the same inspection twice.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 563-8807

Refer —

Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

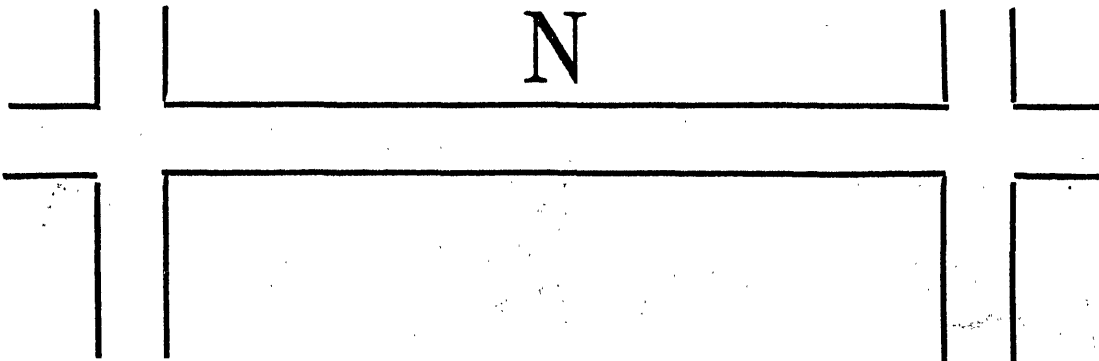
.....
(Signature of Applicant)

.....
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

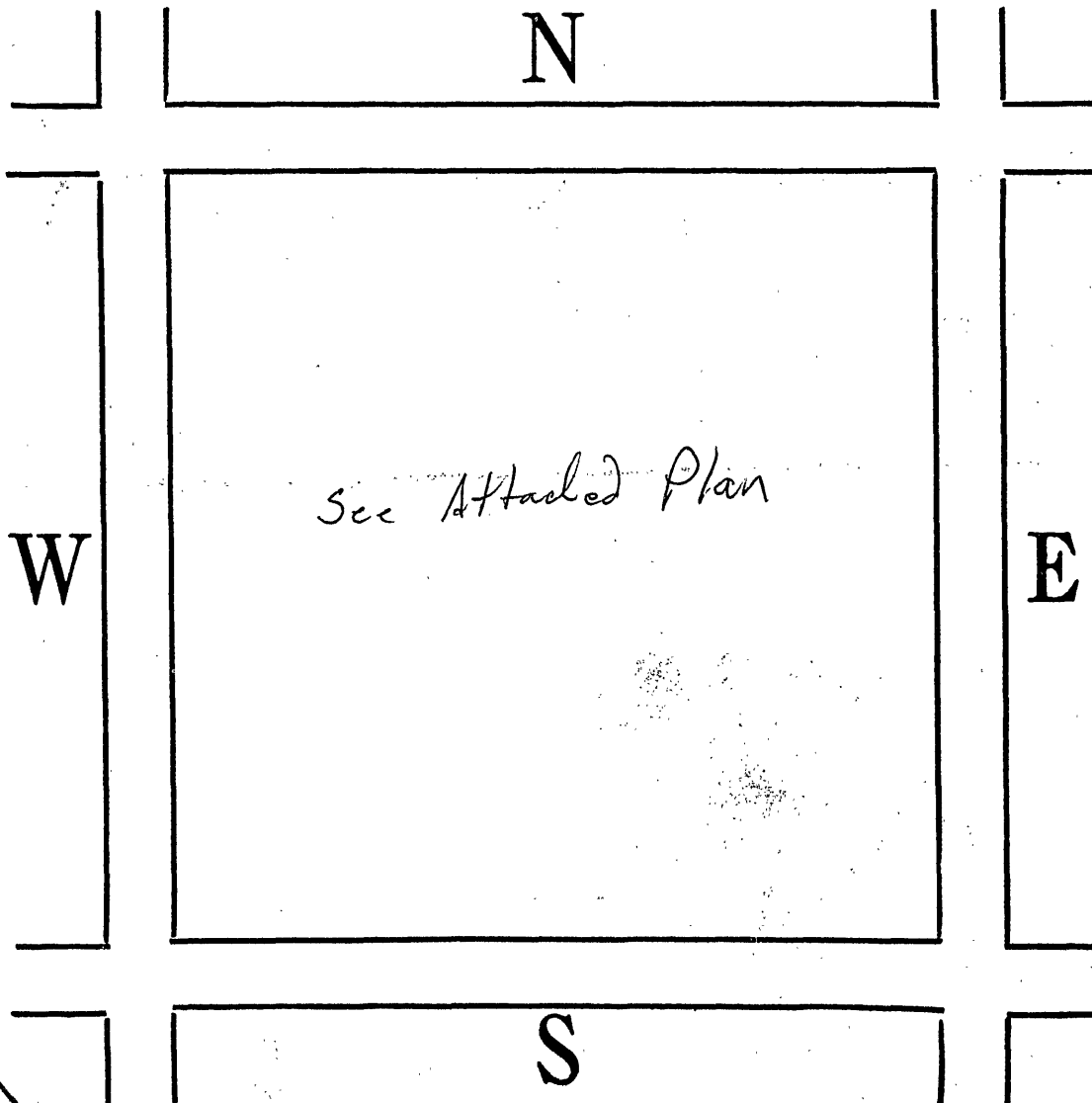
.....*Mari Eileen Kurtz*.....
(Signature of Applicant)

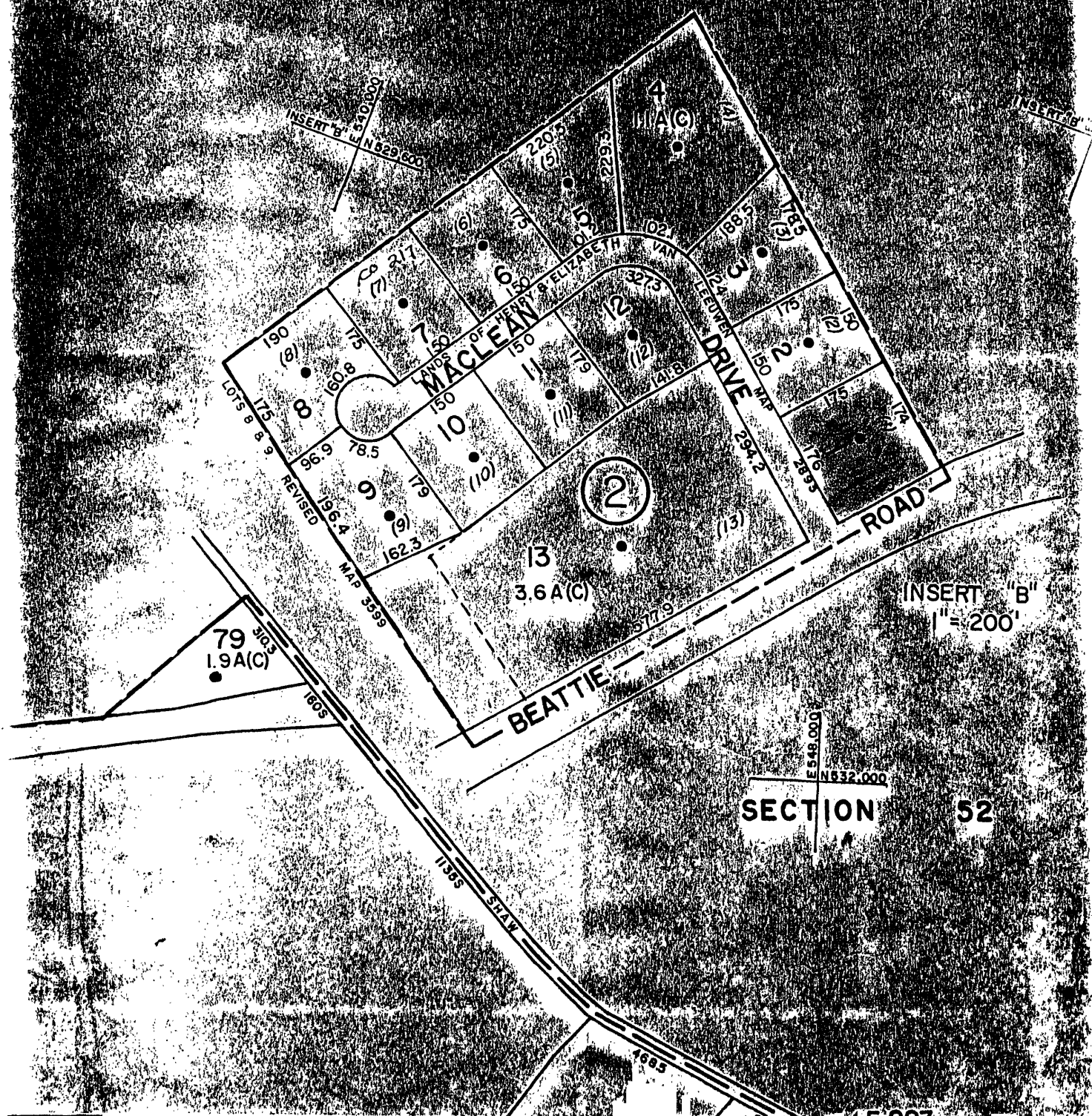
.....
(Address of Applicant)

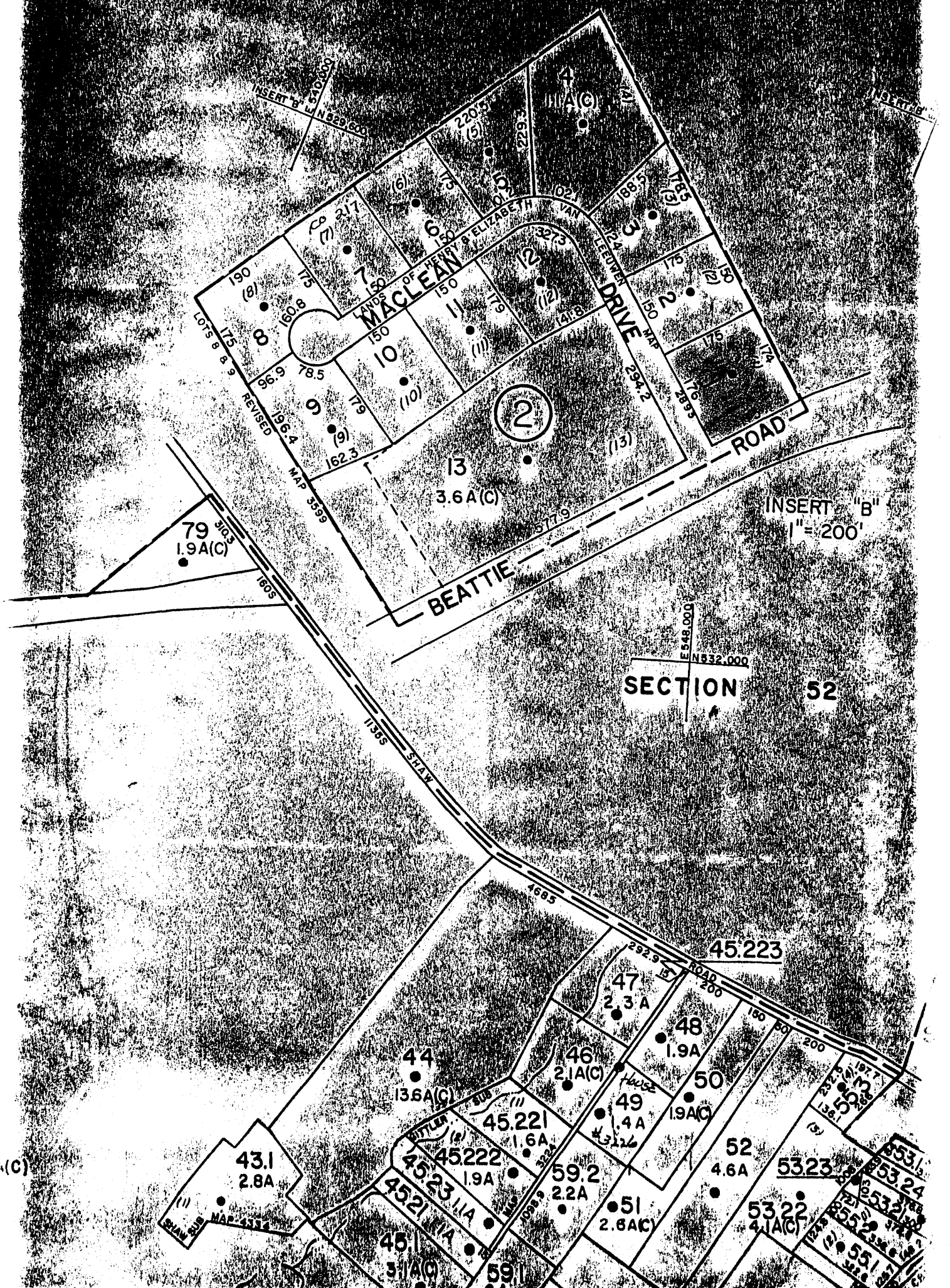
PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.









1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

September 15, 1987

87-47

Mr. and Mrs. Ira Kurtz
33 Willow Parkway
New Windsor, N.Y. 12550

RE: APPLICATION FOR AREA VARIANCE
#87-47

Dear Mr. and Mrs. Kurtz:

This is to confirm that the Zoning Board of Appeals made a decision to GRANT your above request for a variance at the September 14, 1987 meeting.

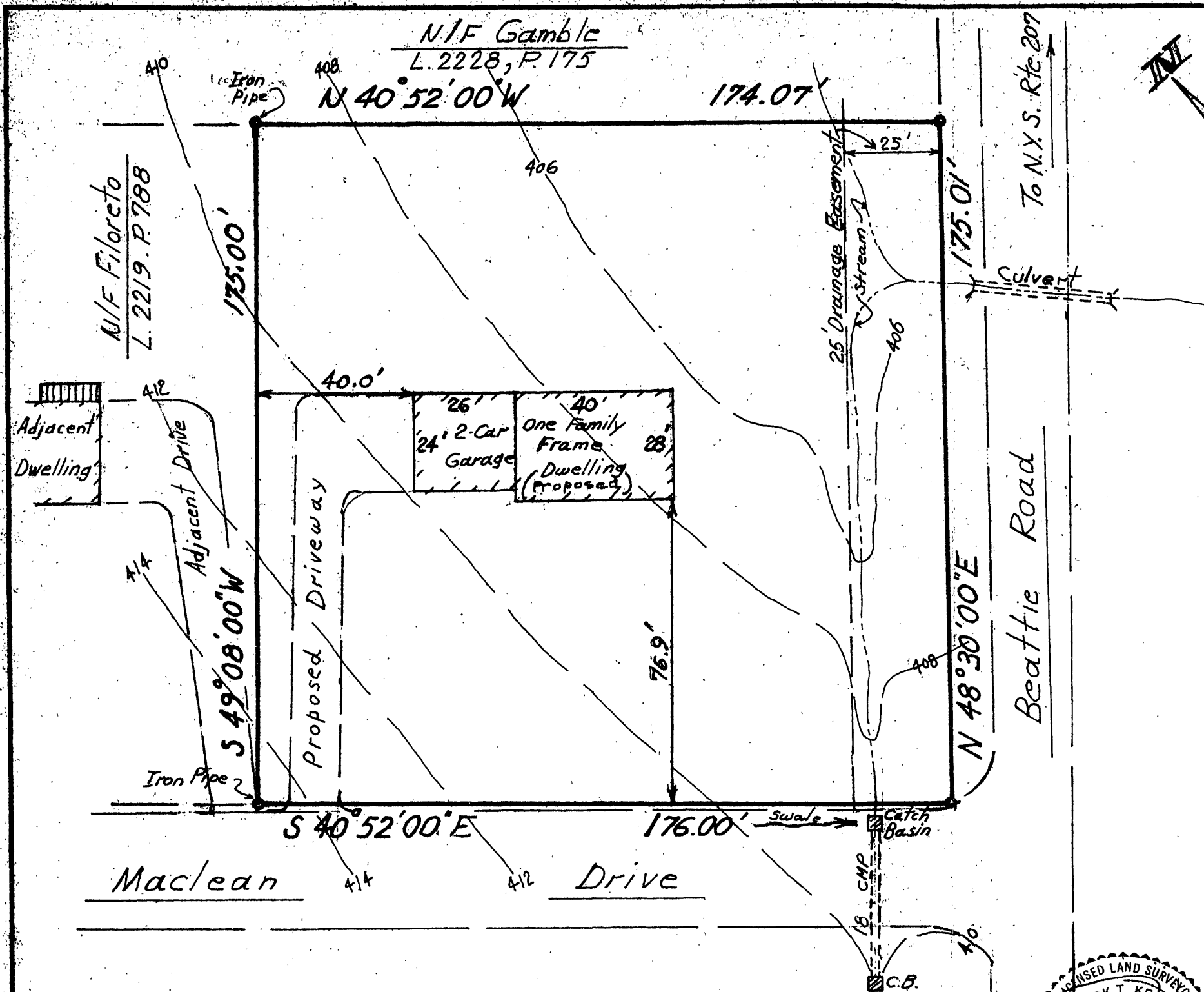
Formal decision will be drafted some time in the future and acted upon by the Board. You will be receiving a copy by return mail.

Very truly yours,

PATRICIA A. BARNHART
Secretary

/pab

cc: Town Planning Board
Michael Babcock, B. I.



Tax Map Data:

Section : 55
Block : 2
Lot : 1

Deed Reference:

Liber 2012, Page 54

Map Reference:

"Subdivision of Lands of
Henry & Elizabeth Ann Van
Leeuwen"

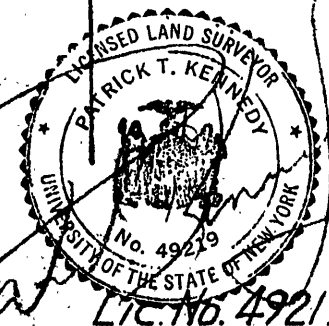
dated : May 11, 1971
rev. : July 20, 1972
filed : Nov. 8, 1972
Map #2893
Lot #1

Area : 30,625 S.F.

1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2 of the N.Y. State Education Law.
2. Only copies from the original of this survey marked with an original of the land surveyor's inked seal or his embossed seal shall be considered to be valid true copies.
3. Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owner.
4. Underground improvements or encroachments, if any, are not shown hereon.

To Ira A. Kurtz, Marie Eileen Kurtz,
Kar-Vin Abstract Corp. & Commonwealth
Land Title Insurance Co. - certified to
be a correct and accurate survey.

Dated : June 30, 1987



Patrick T. Kennedy L.S. 335 Temple Hill Road ~ New Windsor, New York 12550		
SCALE: 1" = 30'	APPROVED BY:	DRAWN BY:
DATE: July 3, 1987		REVISED:
Survey of Lands for Ira A. Kurtz & Marie Eileen Kurtz Town of New Windsor Orande County, New York		
		DRAWING NUMBER 87-735



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

*Received
Zoning Office
7/6/87 oh*

(11)

July 6, 1987

Mt. & Mrs. Ira Kurtz
33 Willow Parkway
New Windsor, NY 12550

Re: 55-2-1 Variance List/500 ft.

Dear Mr. & Mrs. Kurtz:

According to our records, the attached list of property owners are within (500) feet of the above mentioned property.

The charge for this service is \$35.00, minus your deposit of \$25.00. Please remit same to the Town Clerk, Town of New Windsor, N.Y.

Very truly yours,

Christian E. Jahrling
CHRISTIAN E. JAHRLING, IAO
SOLE ASSESSOR

CEJ/cp
Attachments

Gamble, William L. & Eileen R.
Beattie Rd.
Rock Tavern, NY 12575 ✓

VanLeeuwen Henry B. & Elizabeth Ann
Beattie Rd.
Rock Tavern, NY 12575

Filoreto, Joseph E. Jr. & Susan
MacLean Dr., Box 272A, RD 1
Rock Tavern, NY 12575

Curley, Thomas & Karen ✓
Beattie Rd.
Rock Tavern, NY 12575

Venezia, Robert ✓
RD 1, Box 273A MacLean Dr.
Rock Tavern, NY 12575

Black, Charles A. & Geraldine C.
Beattie Rd.
Rock Tavern, NY 12575 ✓

Smith, Lois & Hugh ✓
MacLean Dr.
Rock Tavern, NY 12575

Durney, Thomas Joseph Jr. & Heather
2435 Lyvere St.
Bronx, NY 10461

Reichkard, Robert E. & Marjorie ✓
MacLean Dr.
Rock Tavern, NY 12575

Ofeldt, Richard E. & Joyce ✓
RD 1 MacLean Dr.
Rock Tavern, NY 12575

Hermann, Bruce J. & Laura ✓
MacLean Dr.
Rock Tavern, NY 12575

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

87-47.

Date: 7/15/87.

I. ✓ Applicant Information:

- (a) _____ (Name, address and phone of Applicant) (Owner)
(b) Ira A. Kurtz & Marie Eileen Kurtz 33 Willow Parkway, New Windsor, N.Y. 12550
(Name, address and phone of purchaser or lessee)
(c) _____ (Name, address and phone of attorney)
(d) _____ (Name, address and phone of broker)

II. ✓ Application type:

- ☐ Use Variance ☐ Sign Variance
☒ Area Variance ☐ Special Permit

III. ✓ Property Information:

- (a) R-1 N.E. Cor. Maclean Dr. & Beattie Rd 55-2-1 176 x 175
(Zone) (Address) (S B L) (Lot size)
(b) What other zones lie within 500 ft.? —
(c) Is a pending sale or lease subject to ZBA approval of this application? yes
(d) When was property purchased by present owner? ?
(e) Has property been subdivided previously? yes When? 1972
(f) Has property been subject of variance or special permit previously? No When? —
(g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
(h) Is there any outside storage at the property now or is any proposed? Describe in detail: No

IV. Use Variance:

- (a) ~~Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

_____~~

- (b) ~~The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.~~

V. ✓ Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Bulk Regs., Col. 4.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>43,560</u>	<u>30,800</u>	<u>12,760</u>
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

- ✓(b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

The lot is a pre-existing non-conforming lot. There are no contiguous owned lands to increase lot size. The lot became non-conforming in lot area by the zoning change in 1975

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Special Permit:

- (a) Special Permit requested under New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.
- (b) Describe in detail the use and structures proposed for the special permit.

VIII. ✓ Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The proposed dwelling is well in excess of all minimum set back requirements. The proposed dwelling will be in line with the adjoining westerly dwelling. The proposed driveway is off the side road.

IX. ✓ Attachments required:

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$25.00 payable to TOWN OF NEW WINDSOR.
- ☐ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 7-15-87

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

[Signature]
(Applicant)

Sworn to before me this
15th day of July, 1987.

JERALD FIEDELHOLTZ
Notary Public, State of New York
Residing in Orange County
No. 1206885
Commission Expires May 31, 1989

XI. ZBA Action:

- (a) Public Hearing date _____.
- (b) Variance is _____.
Special Permit is _____.
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

315
PNO/lab
#14,673

Form 31-5 (035-3100-005)

NYBTU Form 8041 (Rev. 11/78) - CONTRACT OF SALE

WARNING:

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE:

CONTRACT OF SALE made as of the

day of

May

19 87

PARTIES:

BETWEEN WILLIAM MOLLOY and CAROLYN DELEHANTY,

Address: P.O. Box 380, Fishkill, New York 12524

hereinafter called "SELLER", who agrees to sell:

and IRA A. KURTZ and MARIE E. KURTZ, husband and wife,

PREMISES:

Address: 33 Willow Parkway, New Windsor, New York 12550

hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

Street Address: MacLean Rd. & Beattie Rd., New Windsor, NY

Tax Map Designation: Sec. 55; Blk. 2; Lot 1

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

PERSONAL
PROPERTY:

~~The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall-to-wall carpeting.~~

VACANT LAND

*This contract is subject to the purchasers obtaining approval from the town as to this being an approved building lot, purchaser to obtain said approval by August 1, 1987.
Excluded from this sale are: Furniture and household furnishings.

PURCHASE
PRICE:

1. (a) The purchase price is

\$ 40,000.00

Payable as follows:

On the signing of this contract, by check subject to collection: (\$500.00 paid to broker included) \$ 4,000.00

By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$

BALANCE AT CLOSING:

\$ 36,000.00

~~(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ for its preparation.~~

~~(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.~~

~~(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.~~

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:
Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ per cent per year,
presently payable _____ in installments of \$ _____, which include principal, interest,
and with any balance of principal being due and payable on _____

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

3. All money payable under this contract unless otherwise specified, shall be either:
a. Cash, but not over one thousand (\$1,000.00) Dollars,
b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of FIVE HUNDRED and 00/100 (\$500.00) dollars, or
d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

4. The PREMISES are to be transferred subject to:
a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
d. Such state of facts as a person's inspection or survey would indicate, provided same does not render title unmarketable.
e. Covenants, easements or restrictions of record, if any, provided same does not render title unmarketable.

5. SELLER shall give and PURCHASER shall accept such title as any reputable title company doing business in the State of New York, a member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain & Sale w/Covenant against grantors deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.
If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.
SELLER'S attorney or lending institution in Orange or Rockland Counties. If closing takes place outside of these counties, purchaser agrees to reimburse seller \$350.00 additional legal expense.

7. CLOSING will take place at the office of _____ at 11:00 a.m. _____ or May 15, 1987.

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than MERGER REAL ESTATE and CAPICCHIONI, INC. REALTORS and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.
b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

PNO/lab
#14,673

RIDER TO CONTRACT

BETWEEN: WILLIAM MOLLOY and CAROLYN DELEHANTY, As Sellers
IRA A. KURTZ and MARIE E. KURTZ, As Purchasers

NOTWITHSTANDING ANYTHING TO THE CONTRARY OR INCONSISTENT HERewith
IN THE MAIN AGREEMENT TO WHICH THIS IS A RIDER, THE PARTIES AGREE
AS FOLLOWS:

25. The down payment herein shall be held by the law firm of McGUIRK, LEVINSON, ZECCOLA, SEAMAN, REINEKE & ORNSTEIN, P.C., attorneys for the seller, in a non-interest bearing escrow account until closing of title. The sellers' attorney (escrowee) is authorized to pay the escrow fund to seller at the time provided for by this contract, or upon default of the purchaser hereunder. The escrowee is acting hereunder as a stakeholder only, without compensation and for the convenience and at the request of the parties. The escrowee shall not be liable for any action taken or omitted in good faith but only for gross negligence or willful disregard of the provisions of this contract. In the event of dispute between the parties, the escrowee shall have the right to deposit the escrow fund into a court of competent jurisdiction and from and after the date of said deposit, the escrowee shall be released and discharged of all allegations with respect thereto.

26. In the event that the purchaser shall default under this agreement, all sums hereto paid by the purchaser shall be retained by seller as liquidated damages (the true measure of damages being difficult or impossible to ascertain).

27. Purchasers acknowledge that they have been advised that the sellers herein are contract vendees of the subject premises. This contract is thereupon contingent upon the sellers herein obtaining good title to the subject property.

28. This contract is further contingent upon the purchasers obtaining a satisfactory percolation test on the subject property. Purchaser shall have fifteen (15) days after being notified by the sellers that they have closed title on the property to conduct said tests and to notify sellers if said percolation test is unsatisfactory. Notices herein shall be sent by certified mail, return receipt requested, to the parties by their respective attorneys, Gerald Fiedelholz, Esq., 270 Quassaick Avenue, New Windsor, New York 12550 for the purchasers, and Paul N. Ornstein, Esq., Falkirk Road, P.O. Box 244, Central Valley, New York 10917, for the sellers. The failure of the purchasers to timely notify the sellers of their exercising their right to avoid this contract because of an unsatisfactory perk test shall be deemed a waiver of this contingency.

29. This contract is further contingent upon the subject premises being an approved building lot for a one (1) family dwelling of a minimum 44 foot raised ranch.


30. This contract of sale is conditioned on the purchasers herein signing this contract and making the necessary payment as called for herein on or before May 15, 1987.

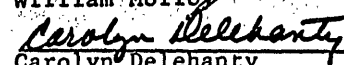
In the event that this contract is not signed by that date and


payment is not made, then this contract shall terminate and all copies shall be returned to the offices of McGUIRK, LEVINSON, ZECCOLA, SEAMAN, REINEKE & ORNSTEIN, P.C. by the purchasers' attorney.

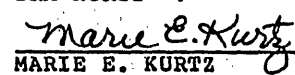
31. This contract has not been reviewed by the seller and is not binding upon the seller until reviewed and executed by the seller.

32. It is specifically agreed by the parties that the buyer shall be solely responsible for all costs incurred for percolation tests, surveys, variances, if needed, and any other expenses that may be necessary in order to obtain the building permit. Seller agrees to give purchasers a credit of \$1,000.00 at the time of closing.


William Molloy


Carolyn Delehanty


IRA KURTZ


MARIE E. KURTZ

**APPORTION-
MENTS:**

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:

(a) Rents as and when collected; (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

**WATER
METER
READINGS:**

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

**ALLOWANCE
FOR UNPAID
TAXES, ETC.:**

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

**USE OF
PURCHASE
PRICE TO PAY
ENCUM-
BRANCES:**

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative, SELLER may deposit money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

**AFFIDAVIT
AS TO
JUDGMENTS,
BANKRUPT-
CIES.:**

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

**DEED
TRANSFER
AND
RECORDING
TAXES:**

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

**PURCHASER'S
LIEN:**

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

**SELLER'S
INABILITY
TO
CONVEY AND
LIMITATION
OF
LIABILITY:**

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

**CONDITION
OF
PROPERTY:**

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

**ENTIRE
AGREEMENT:**

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

**CHANGES
MUST BE IN
WRITING:**

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.


**SINGULAR
ALSO
MEANS
PLURAL:**

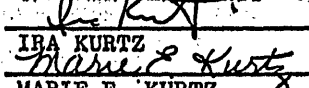
24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

SEE RIDER ANNEXED HERETO AND MADE A PART HEREOF.

In Presence Of:


WILLIAM MOLLOY


CAROLYN DELEHANTY


MARIE E. KURTZ

Legals

Variance PUBLIC NOTICE OF HEARING BEFORE ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 47

Request of IRA A. KURTZ & MARIE ELLEN KURTZ for a VARIANCE of the regulations of the Zoning Local Law to permit CONSTRUCTION OF ONE FAMILY RESIDENTIAL

DWELLING WITH INSUFFICIENT LOT AREA.

being a VARIANCE of Section 48-12 TABLE OF USE/BULK REGS. COL 4

for property situated as follows: NORTHEAST CORNER

MACLEAN DRIVE & BEATTIE ROAD, NEW WINDSOR, N.Y.

KNOWN AND DESIGNATED AS TAX MAP SECTION 55

BLOCK 2 LOT 1

SAID HEARING will take place on the 14th day of September, 1987, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N.Y. beginning at 7:30 o'clock P.M.

Jack Babcock
Chairman

By: Patricia A. Barry

DATE: 9/14/87

Application # 87-47

PUBLIC HEARING -

Kuntz, Ira (Applicant)

NAME:

ADDRESS:

Mr & Mrs Joseph Felbeto
(no opposition)

2727 Maclean Dr

DESCRIPTION OF LANDS FOR
IRA A. KURTZ & MARIE EILEEN KURTZ

ALL THAT CERTAIN LOT PIECE OR PARCEL OF LAND Situate, lying and being in the Town of New Windsor, County of Orange and State of New York known as lot #1 as shown on a map entitled "Subdivision of lands of Henry & Elizabeth Ann VanLeeuwen", dated May 11, 1971, revised July 20, 1972 and filed in the Office of the Orange County Clerk on November 8, 1972 as map #2893 and being more particularly bounded and described as follows:

Beginning at a point being the Northwest corner of the intersection formed by MacLean Drive and Beattie Road, thence;

(1) N48°30'00"E, 175.00 feet along the westerly line of Beattie Road, thence;

(2) N40°52'00"W, 174.07 feet along lands now or formerly of Gamble to an iron pipe, thence;

(3) S49°08'00"W, 175.00 feet along lands now or formerly of Filoreto to an iron pipe, thence;

(4) S40°52'00"E, 176.00 feet along the northerly line of MacLean Drive to the point of beginning.

Containing 30,625 square feet of land.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 47.

Request of Ira G. Kurtz & Marie Eileen Kurtz
for a VARIANCE of

the regulations of the Zoning Local Law to

permit construction of one-family residential dwelling with insufficient lot area;

being a VARIANCE of

Section 48-12 - Table of Use/Bulk Regs. - Col. 4.

for property situated as follows:

Northeast corner Maclean Drive & Beattie Road, New Windsor, N.Y. - known and designated as Tax Map Section 55-Block 2-Lot 1

SAID HEARING will take place on the 14th day of Sept., 1987, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y. beginning at 7:30 o'clock P. M.

Jack Babcock.
Chairman